Land Registry Transfer of part of registered title(s)



If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1.	Title number(s) out of which the property is transferred: ###						
2.	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:						
3.	Property:						
	Electricity Sub-Station at ####						
	The property is identified						
	on the attached plan and shown:						
	coloured pink						
	on the title plan(s) of the above titles and shown:						
4.	Date:						
5.	Transferor:						
	###						
	For UK incorporated companies/LLPs						
	Registered number of company or limited liability partnership including any prefix:						
	###						
	For overseas companies						
	(a) Territory of incorporation:						
	(b) Registered number in the United Kingdom including any prefix:						
6.	Transferee for entry in the register:						
	###						
	For UK incorporated companies/LLPs						
	Registered number of company or limited liability partnership including any prefix:						
	###						

	For overseas companies								
	(a) Territory of incorporation:								
	(b) Registered number in the United Kingdom including any prefix:								
7.	Transferee's intended address(es) for service for entry in the register: ###								
8.	The transferor transfers the property to the transferee								
9.	Conside	ration							
		The transferor has received from the transferee for the property the following sum (in words and figures):							
		ONE POUND (£1)							
		The transfer is not for money or anything that has a monetary value							
		Insert other receipt as appropriate:							
10.	The tran	ne transferor transfers with							
	\boxtimes	full title guarantee							
		limited title guarantee							
11.	Declarat	Declaration of trust. The transferee is more than one person and							
		they are to hold the property on trust for themselves as joint tenants							
		they are to hold the property on trust for themselves as tenants in common in equal shares							
		they are to hold the property on trust:							
12.	Addition	Additional provisions							
	Definitions and Interpretation								
	12.1	In this Transfer the following words and expressions shall have the following meanings:							
		"Access" means the land shown coloured brown and brown hatched black on the Plan and the roads, footpaths and other areas providing access to the Property and the Easement Strip;							
		"Cables" all electrical plant and underground electric lines (as defined in section 64 of the Electricity Act 1989) installed or to be installed along and within the Easement Strip and all appurtenant apparatus;							
		"DNO" means the district network operator Southern Electric Power Distribution Plc (company registration number 4094290) whose registered office is at No. 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH;							
		"Easement Strip" means the strip of land shown coloured green and brown hatched black on the Plan:							

"Electrical Plant" means all electrical plant (as defined in section 64 of the Electricity Act 1989) installed or to be installed at the Property;

"Plan" means the plan annexed to this Transfer;

"Retained Land" means the land (excluding the Property) now comprised in the Title Number in panel 1 of this Transfer and every part of it, and the land now comprised in the Title Number in panel 2 of this Transfer (if any) and every part of it;

"Undertaking" means the undertaking of a licence holder under the Electricity Act 1989

- The expressions "the Transferor" and "the Transferee" wherever the context so admits shall include their respective successors in title and all persons deriving title under the Transferor and the Transferee and the owners and occupiers for the time being of the Retained Land and where the Retained Land has been disposed of in parts be construed as comprising all the owners and occupiers for the time being of the respective parts.
- Where any party to this Transfer comprises more than one person their obligations shall be joint and several obligations.
- 12.4 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done.

Rights Granted for the Benefit of the Property & DNO's Undertaking

- 12.5 The Transferor grants for the benefit of the Property and the DNO's Undertaking:
 - 12.5.1 the right to pass and re-pass with or without vehicles, plant and equipment between the public highway and the Property and all parts of the Easement Strip at all reasonable times (and at any time in cases of emergency) over the Access and to park a vehicle thereon, for all proper purposes connected with the Property and the exercise of the rights granted in this Transfer;
 - 12.5.2 the right to lay, construct, use, inspect, maintain, protect, repair, relay, replace, renew, supplement, connect into, remove or render unusable the Cables and to break up so much of the surface of the Retained Land as is reasonably necessary from time to time for the purpose of exercising this right;
 - 12.5.3 the right to fell, lop or cut in a proper manner all trees and shrubs standing on the Retained Land which may if not felled, lopped or cut, obstruct or interfere with the construction, maintenance or safe operation of any apparatus on the Retained Land or the Cables;
 - 12.5.4 the right of shelter, protection and vertical and lateral support for the benefit of the Property and the Cables from the Retained Land;
 - 12.5.5 the right to drain surface water from the Property on to the Retained Land into any existing drainage system.

Rights Granted for the Benefit of the DNO

- 12.6 Subject to the terms of any relevant bilateral connection agreement or relevant distribution connection and use of system agreement, the Transferee grants for the benefit of the DNO's Undertaking:
 - 12.6.1 the right to enter the Property to install, use, inspect, maintain, repair, renew, supplement, connect into or remove Electrical Plant;

12.6.2 the right to enter the Property to read any meters on the Property;

the Transferee having provided the DNO with a dual locking arrangement to the Property if required.

Restrictive Covenants by the Transferor

- 12.7 The Transferor covenants, firstly with the Transferee to the intent that the burden of the covenants will run with and bind the Retained Land in each case for the benefit of the Property, and secondly with the DNO for the benefit of its Undertaking, as follows:
 - 12.7.1 not to make any alteration to the Easement Strip, nor plant any tree or shrub or erect any structure on or over the Easement Strip other than with the prior written consent and under the supervision of the Transferee and the DNO;
 - 12.7.2 not to do anything that may or may be likely to cause damage to the Cables and the Transferor shall take all reasonable precautions to prevent any damage to the Cables;
 - 12.7.3 not to do anything (other than normal agricultural operations) whereby the support of or the cover of soil over the Cables shall be altered;
 - 12.7.4 not to interfere with or obstruct either the operation of the Cables, or the access to the Cables.

Covenants by the Transferee & DNO

- 12.8 The Transferee and the DNO each separately covenant with the Transferor as follows:
 - 12.8.1 when exercising the rights granted in this transfer to take reasonable precautions to avoid obstruction to or interference with the user of the Retained Land;
 - 12.8.2 whenever necessary following exercise of the rights granted in this transfer, to make good and restore the surface of the Retained Land to the reasonable satisfaction of the Transferor:
 - 12.8.3 so far as is reasonably practicable and for so long as the Cables are used for or in connection with the transmission or distribution of electricity, to keep the Cables in good repair and condition, and upon abandonment or the whole or any part of the Cables to render them permanently safe;
 - 12.8.4 to indemnify the Transferor in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the covenants in this Transfer.

Other

12.9 The Transferor covenants with the Transferee to indemnify the Transferee in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising out of or in connection with the matters referred to in the registers of title of the Title Number in Panel 1 of this Transfer (and the Title Number in Panel 2 of this Transfer if any) so far as they relate to the Property.

13.	Execution			
	Signed as a deed by [•] In the presence of:))		
	Executed as a deed by affixing the common seal of SOUTHERN ELECTRIC POWER DISTRIBUTION PLC in the presence of:)))		
	Duly authorised by a resolution of the Board of Directors of the Company pursuant to the Company's Articles of Association			

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